

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

	:	CIVIL ACTION
SAMSUNG FIRE AND MARINE	:	
INSURANCE, CO. LTD.,	:	
(U.S. BRANCH),	:	
<i>Plaintiff,</i>	:	
	:	
v.	:	No. 18-04365
	:	
UFVS MANAGEMENT COMPANY,	:	
LLC; ROOSEVELT MOTOR INN, INC.,	:	
ROOSEVELT INN, LLC, AND YAGNA	:	
PATEL,	:	
<i>Defendants / Third-Party Plaintiffs,</i>	:	
	:	
v.	:	
	:	
ACE PROPERTY AND CASUALTY	:	
INSURANCE COMPANY AND	:	
NATIONWIDE MUTUAL INSURANCE	:	
COMPANY,	:	
<i>Third-Party Defendants,</i>	:	
	:	
v.	:	
	:	
HARLEYSVILL PREFERRED	:	
INSURANCE AND NATIONWIDE	:	
MUTUAL INSURANCE COMPANY,	:	
<i>Fourth-Party Plaintiffs,</i>	:	
	:	
v.	:	
	:	
PHILADELPHIA INDEMNITY	:	
INSURANCE COMPANY,	:	
<i>Fourth-Party Defendant /</i>	:	
<i>Fifth-Party Plaintiff,</i>	:	
	:	
v.	:	
	:	
CAPITOL SPECIALTY INSURANCE	:	
CORPORATION,	:	
<i>Fifth-Party Defendant.</i>	:	

**ORDER**

**AND NOW**, this **20th** day of **March 2023**, upon review of all open motions (ECF Nos. 70–74, 108) and their respective briefing, and for the reasons set forth in the accompanying memorandum, it is hereby **ORDERED** as follows:

1. The Motion for Judgment on the Pleadings filed by Nationwide Mutual Insurance Company and Harleysville Preferred Insurance Company (ECF No. 70) is **GRANTED**;
2. The Motion for Judgment on the Pleadings filed by Samsung Fire and Marine Insurance Co., Ltd. (ECF No. 71) is **GRANTED**;
3. The Motion for Judgment on the Pleadings filed by Roosevelt Inn, LLC, Roosevelt Motor Inn, Inc., UFVS Management Company, and Yagna Patel (ECF No. 72) is **DENIED**;
4. The Motion for Judgment on the Pleadings filed by Roosevelt Inn, LLC, Roosevelt Motor Inn, Inc., UFVS Management Company, and Yagna Patel (ECF No. 73) is **DENIED**;
5. The Motion to Dismiss filed by ACE Property & Casualty Insurance Company (ECF No. 74) is **GRANTED** and the Fourth Amended Third-Party Complaint asserted against ACE Property & Casualty Insurance Company (ECF No. 63) is **DISMISSED with prejudice**; and
6. In light of the Court’s order, all parties must submit a consolidated status report as to the posture of the case, additional motions practice contemplated, and whether the outstanding motion (ECF No. 108) or any outstanding claims asserted are now moot on or before **May 1, 2023**.

It is further **ORDERED and declared** as follows:

1. Nationwide Mutual Insurance Company and Harleysville Preferred Insurance Company are not obligated to defend or indemnify the defendants in the following civil actions:
  - a. *B.H. v. Roosevelt Inn et al.*, PCCP March Term 2019, No. 03355;
  - b. *C.A. v. Roosevelt Inn et al.*, PCCP March Term 2019, No. 03356; and
  - c. *K.R. v. Roosevelt Inn et al.*, PCCP November Term 2019, No. 00552;
2. Samsung Fire and Marine Insurance Co., Ltd. is not obligated to defend or indemnify the defendants in the following civil actions:
  - a. *M.B. v. Roosevelt Inn et al.*, PCCP March Term 2017, No. 00712;
  - b. *B.H. v. Roosevelt Inn et al.*, PCCP March Term 2019, No. 03355;
  - c. *C.A. v. Roosevelt Inn et al.*, PCCP March Term 2019, No. 03356; and
  - d. *K.R. v. Roosevelt Inn et al.*, PCCP November Term 2019, No. 00552
3. ACE Property & Casualty Insurance Company is not obligated to defend or indemnify the defendants in the following civil actions:
  - a. *M.B. v. Roosevelt Inn et al.*, PCCP March Term 2017, No. 00712;
  - b. *B.H. v. Roosevelt Inn et al.*, PCCP March Term 2019, No. 03355;
  - c. *C.A. v. Roosevelt Inn et al.*, PCCP March Term 2019, No. 03356; and
  - d. *K.R. v. Roosevelt Inn et al.*, PCCP November Term 2019, No. 00552.

**BY THE COURT:**

**/s/ Chad F. Kenney**

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**CHAD F. KENNEY, JUDGE**